EXHIBIT B

CAUSE 02-6951

DEMETRIUS T. DAVIS, SR.	§	IN THE DISTRICT COURT
	§	
PLAINTIFF	§	
	§	
V.	§	OF DALLAS COUNTY, TEXAS
	§	
SBC COMMUNICATIONS, INC.	§	J-191st
	§	
DEFENDANT	§	___ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

Plaintiff, for cause of action against Defendant, would show as follows:

Parties

1. Plaintiff is an individual.

2. Defendant is a corporation engaged in the business of providing local and long distance telephone service in the State of Texas and other states in the United States. It may be served through its president or any vice-president.

Facts

3. Plaintiff was employed by Defendant between November 1999 and March 2002 as a service representative in its Dallas local service center responsible for handling orders by competitive local exchange carriers (CLECs) for local telephone service pursuant to requirements of the Texas Public Utility Commission ("PUC") and the United States Federal Communications Commission

("PCC"). Among the requirements was that Defendant respond to service orders of such CLECs for their customers. The orders were for local telephone service and their fulfillment is a matter governed by PUC and FCC regulations requiring telephone utilities such as Defendant to facilitate the provision of local service and long-distance service by such CLECs in exchange for such utilities being allowed to provide long-distance service. The specific time requirements applicable to Defendant's fulfillment of CLEC orders during Plaintiff's employment were that Defendant respond to service orders of such CLECs within very short time periods, 5 hours for electronic orders and 20 hours for anual orders by fax or messenger. If such response time requirements were not met, under one or more FCC and PUC regulations as well as so-called interconnection agreements between Defendant and the CLECs and an agreement between Defendant and the FCC relating to Defendant's merger with Ameritech, Defendant could be liable for substantial payments to the FCC or PUC and for liquidated damages to the CLECs. Specifically, Defendant could be liable under the interconnection agreements with CLECs for liquidated damages or to give credits against amounts otherwise owing by the CLECs to Defendant and be at risk of payments for poor performance to the FCC and the PUC. Also potentially at risk was loss of

Defendant's privilege to be engaged in the long distance telephone business in the State of Texas or within one or more other states in the United States.

4. In the course of Plaintiff's employment by Defendant, Plaintiff, among others, was regularly requested to make a false record with respect to the timeliness of Defendant's response to orders by CLECs in a manner not consistent with the requirements of the FCC and PUC, specifically, to either modify the date and time of the receipt of a service order or the alleged response to a service order or make a record, by a process termed "I-TRAKing", suggesting that the CLEC which delivered any particular service order had been contacted and asked to consent to an extension of time for Defendant to respond to the service order, and so consented, when no such contact had actually been made. The purpose of so using the I-TRAKing system was to allow Defendant to claim that it received additional time to meet the order response deadline and so had met the order deadline performance measurements required by the FCC, PUC and interconnection agreements as to certain orders when it did not. As further explained below, the request to make such a false record was justified by one or more managers supervising Plaintiff, including Charlotte Monreal ("Monreal"), his second-line manager, on the ground that it was in the interest of Defendant for it to appear to be more responsive to CLEC service orders than it was actually

being and to avoid paying liquidated damages or giving credits or paying other amounts required to be paid by it based on delays in responding to CLEC service orders. As also explained below, Plaintiff's third-line manager, Medrick Rodgers ("Rodgers"), director of the Dallas local service center, also indicated that it was in the interest of Defendant that competition in the local exchange and long distance business be limited. The requests to Plaintiff to make such a false record of Defendant's responsiveness to CLEC service orders by any means, however, was a request that Plaintiff engage in illegal conduct in violation of federal criminal statutes, including but not limited to 18 U.S.C §§ 1001, 1341 and 1343, and, on information and belief, one or more Texas criminal statutes. More specifically, the conduct instructed was illegal under some or all of the following statutes:

> Liability as Principal (18 U.S.C. §2)
>
> (a) Whoever commits an offense against the United States or aids, abets, counsels, commands, induces or procures its commission, is punishable as a principal.
> (b) Whoever willfully causes an act to be done which if directly performed by him or another would be an offense against the United States, is punishable as a principal.
>
> Liability as Accessory after the Fact (18 U.S.C. §3)
>
> Whoever, knowing that an offense against the United States has been committed, receives, relieves, comforts or assists the

offender in order to hinder or prevent his apprehension, trial or punishment, is an accessory after the fact.
Except as otherwise expressly provided by any Act of Congress, an accessory after the fact shall be imprisoned not more than one-half the maximum term of imprisonment or (notwithstanding section 3571) fined not more than one-half the maximum fine prescribed for the punishment of the principal, or both; or if the principal is punishable by life imprisonment or death, the accessory shall be imprisoned not more than 15 years.

Misprision of Felony (18 U.S.C. §3)

Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.

Concealment from Federal Government (18 U.S.C. §1001)

Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully– (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; . . . shall be fined under this title or imprisoned not more than 5 years, or both.

Mail Fraud (18 U.S.C. §1341)

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by

means of false or fraudulent pretenses, representations, or promises, . . . for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than five years, or both. . . .

Wire Fraud (18 U.S.C. §1343)

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined under this title or imprisoned not more than five years, or both.

5. In late 2001, Rodgers sent an e-mail to employees of the Dallas local service center of Defendant where Plaintiff worked indicating that Defendant's exposure to liquidated damages for delays in response to CLEC service orders was unacceptably high. During December 2001 and January 2002, various memoranda and instructions to Plaintiff and his peers were issued by management, including Marisa Wesley ("Wesley" and Brenda Hill ("Hill"), Plaintiff's first-line managers,

and Monreal, concerning responses to service orders by CLECs, and in particular, a work flow management system allowing immediate electronic input of service order by CLECs by fax which would otherwise be deemed manual. The conversion to an electronic input dictated a shorter response deadline of 5 hours as opposed to 20 hours for such orders. Employees were told by Wesley not to advise CLECs of the change but to refer all questions concerning alleged new fax numbers communicated as such to CLECs to members of Defendant's management rather than try to answer questions themselves. Especially after problems with the functionality of the work flow management system became apparent at the end of 2001, Plaintiff was increasingly required to engage in illegal conduct in the form of I-TRAKing certain orders to suggest that were not received until days after they were in fact received without notifying the CLECs of the later deemed date of the order as contemplated by the I-TRAKing system. The CLECs were also misled in February 2002 concerning the handling of service requests on specific days in February 2002 by being told that staffing considerations, as opposed to the functionality of the work flow management system, was preventing greater responsiveness to service orders. On the days identified, there were ample individuals at Plaintiff's level to respond to service orders.

6. In January 2002, Plaintiff was instructed by Monreal in the presence of two peers, Toni Mitchell and Lawrence Arnold, to I-TRAK a CLEC's order without the consent of the CLEC. After Monreal complained, in the presence of two other managers, Michelle Konert and Darren Askins, that he had recorded on the CLEC order that she had instructed him to I-TRAK the order, Plaintiff asked her what Defendant would do if the CLECs learned about the making of a false record of Defendant's responsiveness to their service orders, by I-TRAKing in particular, Monreal told him in the presence of two peers, Lawrence Arnold and Toni Mitchell, that "we will cross that bridge when it comes," or words to that effect. Also in January 2002, in a meeting attended by Plaintiff and all of his peers at the service center also attended by Wesley and Hill, Monreal stated that the only way the CLECs were surviving was by liquidated damages and credits and urged them to eliminate liquidated damages by all means. After problems continued with the work flow management system, also in January 2002, Monreal indicated in a meeting with Plaintiff and two additional peers, Lawrence Arnold and Rachel Parish, that she would not report any missed orders, but would expect them to be I-TRAKed. Also in January 2002, Monreal also specifically instructed Plaintiff and two peers, Tanya Reeves and Toni Mitchell, to call a CLEC if a reject deadline (2 hours for electronic, 5 hours for manual) were passed and to ask them for correct

information and then change the time of the service order submission from its actual submission time to the later time.

7. Beginning in January 2001, the request to Plaintiff to make a false record of Defendant's responsiveness to service orders by CLECs by I-TRAKing without notice to or consent of the CLECs was justified by Monreal on the ground that it was in the interest of Defendant for it to appear to be more responsive to service orders than it was actually being and to avoid paying liquidated damage amounts required to be paid by it upon delays in responses to service under interconnection agreements. Monreal also indicated that it was in the interest of Defendant that competition in the local exchange and long distance business be limited. In late February 2002, Hill sent an e-mail suggesting that employees should complain of anti-competitive practices by AT&T. Based on the fact that the conduct toward CLECs had been justified to him on the basis of minimizing competition from CLECs, Plaintiff determined to thereafter discontinue participating in any conduct of the kind noted involving creating a false record of Defendant's responsiveness to CLEC service orders.

8. On February 26, 2002, Plaintiff complained to Wesley that he would not continue to create a false record of Defendant's responsiveness to CLEC service orders, in particular by I-TRAKing them without notice to or consent of

the CLECs. He also indicated on February 26, 2002 his refusal to make a false record of the responsiveness of Defendant to service orders by CLECs to Suzy Wante ("Wante"), a representative of the chief executive officer of Defendant, Edward Whitacre. He indicated to Wesley and Wante that he refused to any longer comply with managers' requests to make a false record with respect to Defendant's responsiveness to service orders by CLECs based on his concern over the impropriety of doing so. Wesley told him that she understood but that she had to do what she was told.

9. Also on February 26, 2002, after Plaintiff communicated to Wesley and Wante his refusal any longer to make a false record of the responsiveness of Defendant to CLEC service orders, he was required by Wante to meet, and did meet, with Frank Dorn ("Dorn"), a representative of Defendant's security function on February 26, 2002. He reiterated his refusal to comply with managers' requests for him to make a false record of the responsiveness of Defendant to CLEC service orders . During the course of the meeting with Dorn, Dorn made a threat to Plaintiff that Plaintiff could not be reemployed by Defendant or any other firm in the same industry.

10. Also on February 26, 2002, after his meeting with Dorn, Plaintiff met with Rodgers and Dorn and representatives of the union to which Plaintiff belonged. Rodgers demanded documentation from Plaintiff of the request to make a false record of Defendant's responsiveness to CLEC service orders and requested that a search be made of his home with Dorn in attendance if he did not provide such documentation. At the end of the meeting, Plaintiff was suspended from his employment by Rodgers, and Dorn again threatened Plaintiff's ability to remain employed within the telecommunications industry. Within several days of the suspension of Plaintiff, a meeting was held with Plaintiff's former peers at which they were told by Monreal and others they could no longer do I-TRAKing without CLEC consent.

11. On February 29, 2002, Defendant informed Plaintiff that his suspension was without pay.

12. On March 15, 2002, Plaintiff was terminated from the employment of Defendant on a ground explicitly related to his refusal to continue to engage in the conduct in which he refused to so continue to engage and under circumstances not consistent with Defendant's policies, including its business code of conduct. Such code, in pertinent part, contains a requirement that employees be responsible for their own actions and conduct themselves with integrity so as to impose a duty on

employees to determine whether they are being asked to perform illegal conduct and to refuse to engage in it. The code also prohibits a direction to employee to commit an illegal or unethical act or violation of the code. It also prohibits a defense that an illegal or unethical act may be justified by claiming it was ordered by higher management. The code also prohibits retaliation for a good-faith report of suspected violation. No documentation to support the termination of Plaintiff was provided to Plaintiff at the time of his termination, but only later upon request of Plaintiff's union representatives. Since March 15, 2002, Plaintiff' department has been reorganized.

Claims

13. For his first cause of action, Plaintiff would show that he was wrongfully terminated for his refusal to engage in the actions or omissions constituting criminal conduct referred to in the foregoing paragraphs and that Defendant is liable to him on account of such wrongful termination. Plaintiff has suffered and will suffer damages as the result of his termination, including lost income and loss of benefits, expenses of seeking new employment, and severe emotional distress. On account of the nature of the conduct of Defendant, Plaintiff is further entitled to punitive damages.

14. For his second cause of action, Plaintiff would show that he was intentionally or recklessly subjected to severe emotional distress by Defendant. Plaintiff has suffered and will suffer damages as the result of his such conduct, including severe emotional distress. On account of the nature of the conduct of Defendant, he is further entitled to punitive damages.

15. For his third cause of action, Plaintiff would show that Defendant was negligent in its investigation of him that he suffered and will suffer damages as the proximate result of such negligence. On account of the nature of the conduct of Defendant, he is further entitled to punitive damages.

16. Plaintiff is also entitled to prejudgment interest and costs of court in connection with his claims.

WHEREFORE, Plaintiff prays for all relief to which he is entitled.

Respectfully submitted,

By _____

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ATTORNEY FOR PLAINTIFF

EXHIBIT C

Press Release

Source: SBC Communications Inc.

Telecommunications Reform Needed to Protect Consumers, SBC President Bill Daley Says

Below-cost wholesale pricing, high-speed Internet access, long-distance competition cited

Friday September 13, 3:32 pm ET

CHICAGO--(BUSINESS WIRE)--Sept. 13, 2002-- SBC (NYSE:SBC - News) President Bill Daley today identified three steps needed to help stabilize the nation's ailing telecommunications sector and protect consumers from further uncertainty and disruption.

Daley focused on three critical areas that need to be addressed for the well-being of the sector and the national economy: below-cost wholesale pricing which jeopardizes the future of universally available, affordable phone service; an unlevel broadband regulation that threatens the availability of high-speed Internet service; and increased competition in the long distance market.

"As troubled as things are now...for millions of American consumers and investors...telecommunications is poised to get much worse. Unless the industry and the policymakers act wisely...the sick companies that are now circling the drain are threatening to drag the healthier ones with them," Daley said in remarks to the Bond Club of Chicago.

"If that occurs, it would be an unmitigated disaster for the concept of universal service...for the security of the nation's telecommunications infrastructure...and for an economy struggling to pull itself out of the doldrums."

Daley singled out one policy created by well-intentioned regulators to spur competition in the local phone market, which he said is "today harming, not helping, development of healthy, sustainable competition."

He said the heavily discounted pricing of the so-called UNE-P, (unbundled network element platform) is forcing established companies to sell parts of their networks to other companies at prices well below cost and therefore creating a disincentive for more companies to invest in viable networks and build sustainable businesses.

In the long term, Daley said, consumers will suffer, not benefit, from these heavy discounts because they drain the resources that established companies such as SBC need to maintain high-quality, low-cost universal service.

"Another issue that needs national attention is broadband," Daley said. "We need to make sure that the emerging high speed Internet service marketplace is regulated fairly and evenly, or we risk choking off full competition.

"In a nutshell, broadband is dominated by cable companies, which are unregulated monopolies," Daley said. "Companies like SBC offer DSL service, which is our version of broadband. Despite the fact that cable has a two-to-one edge over DSL nationally, only phone company-provided DSL is regulated, and pervasively so.

"Federal regulators are working to remove the disparity treatment between the two services. Once that happens, it will reinvigorate the broadband market. It will not only spur greater deployment of DSL, but accelerated deployment of the next generation broadband services that phone companies today are hesitant to fully deploy."

Turning to long distance, Daley said, "We hope and expect to be in long distance in Illinois sometime early next year. I won't underestimate our competitors' ability to continue slow-rolling this process, but I think we can finally see light at the end of the tunnel."

SBC Communications Inc. (www.sbc.com) is one of the world's leading data, voice and Internet services providers. Through its world-class network and its subsidiaries' trusted brands - SBC Southwestern Bell, SBC Ameritech, SBC Pacific Bell, SBC Nevada Bell, SBC SNET and Sterling Commerce - SBC companies provide a full range of voice, data, networking and e-business services, as well as directory advertising and publishing. A Fortune 27 company, America's leading provider of high-speed DSL Internet Access services, and one of the nation's leading Internet Service Providers, SBC companies currently serve nearly 60 million access lines nationwide. In addition, SBC owns 60 percent of America's second largest wireless company - Cingular Wireless - which serves more than 21 million wireless customers. Internationally, SBC has telecommunications investments in 28 countries.

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